

Get the signal.



from Dobson Cellular Systems

Direct Number: (405) 529-8992  
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RECEIVED & INSPECTED

FEB 13 2006

FCC - MAILROOM

January 20, 2006

Federal Communications Commission  
Consumer Information Bureau  
Informal Complaints Team  
445 12<sup>th</sup> Street  
Washington, DC 20554

Re: Anthony Iannelli  
FCC Complaint No.: 05-W11195408  
Cellular One Account No.: 2101570259

To Whom It May Concern:

Thank you for bringing Mr. Iannelli's concerns to our attention. Cellular One considers these matters serious and strives to promptly respond and resolve concerns to meet and exceed our customers' expectations.

We welcome Mr. Iannelli's feedback pertaining to the handset insurance for his Motorola V3 RAZR phone. The Motorola V3 Razr was a high cost phone, that when introduced was not eligible for handset insurance. Mr. Iannelli had pre-existing insurance on his prior handset. Due to a clerical error, this coverage was not cancelled when he replaced the existing handset with the new Motorola V3 Razr and the coverage continued on his new handset. Pursuant to our insurance brochure, a copy of which is attached, Mr. Iannelli has the right to cancel his insurance at any time by sending written notice as provided. In addition, it is noted that upon a forty-five (45) day written notice, we also have the right to cancel the handset insurance.

Handset insurance is a feature that we offer our customers. As long as Mr. Iannelli is paying for his handset insurance, and if he has not received written notification of our intent to cancel the handset insurance on his Razr V3, it will continue to be covered. However, should he receive the 45 day notice letter cancelling the insurance on this handset, we are well within the rights as disclosed.

Sincerely,

Mary L. McCalip  
Legal Assistant

MLM

**CELLULAR ONE**

January 20, 2006

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CC: Anthony Iannelli  
117 Sillman Cove Road  
Lot 910  
Maryland, NY 12116

## B. AGGREGATE LIMITS

A maximum of two (2) replacements of "Covered Property" and "Accessories" will be allowed per "Insured Subscriber" in any one twelve (12) month period beginning with the "Date of Replacement" as the first covered "Loss."

## IV. DEDUCTIBLE

Each replacement is subject to a non-negotiable fifty dollars (\$50) deductible per covered "Loss."

## V. CONDITIONS IN THE EVENT OF "LOSS"

We will make good any "Loss" covered under the "Coverage Certificate."

A. In the event of a covered "Loss," we will arrange for the replacement of the lost, stolen or damaged "Covered Property" through the "Authorized Service Facility".

B. An "Insured Subscriber" will not be entitled to receive cash in lieu of actual replacement equipment.

C. Replacement equipment may be refurbished equipment or equipment of like kind and quality.

D. If your original make and model of equipment is no longer carried by your "Communications Equipment Service Provider" and is not available from its approved inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.

E. Equipment failure evaluation performed by the "Communications Equipment Service Provider" and/or our authorized representative and/or the manufacturer may be required prior to approval of your request for replacement of the "Covered Property".

## VI. DUTIES IN THE EVENT OF A "LOSS"

A. In the event that your "Covered Property" is lost or stolen, you must notify your "Communications Equipment Service Provider" as soon as possible to suspend service.

B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of the notification.

C. You must report the "Loss" promptly to us not later than sixty (60) days from the date of "Loss". If the "Loss" is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our authorized representative for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through our authorized representative for our approval will not be honored and forfeited.

D. You will do whatever is reasonably necessary to minimize the "Loss" to protect the "Covered Property" from any further "Loss".

E. You must provide to us with a detailed proof of "Loss", statement, a police report case number, and/or a copy of the police report filed for theft, attempted theft, vandalism or lost equipment within sixty (60) days of the date the "Loss" is reported prior to receiving replacement equipment.

F. Proof of "Loss" requirements are satisfied once all requested information has been provided as outlined in the "Coverage Certificate." If the cause of "Loss" is not loss or theft, the "Covered Property" must be returned by you until your claim is completed, and you may be required to return the "Covered Property" to us at our expense.

G. You must permit us to inspect the property and records proving the "Loss" and must cooperate in the investigation of such claims.

H. In the event of a covered "Loss," you may be required to provide a copy of the original bill of sale. If requested, you must permit us to question you under oath at such times as may be reasonably required, about any matter relating to the insurance or your claim, including your books and records. In such event your answers must be signed.

I. You must provide us with all of the necessary information required to approve your claim for replacement of the "Covered Property" within sixty (60) days of the date that you report your "Loss" to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approved by us will result in forfeiture of your claim under the "Coverage Certificate."

K. You must satisfy the deductible applicable to the "Loss."

## VII. ELIGIBILITY AND CANCELLATION

### A. Cancellation or Non-Renewal Provisions

1. You may cancel coverage under the "Coverage Certificate" by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our authorized representative as follows: The Rockline Customer Care Center, P.O. Box 411615, Kansas City, MO 64141-1615

2. We may cancel or non-renew the "Coverage Certificate" by mailing or delivering to you notice, notice of cancellation or non-renewal, and by delivering notice electronically to the Insured Subscribers at least:

a. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. forty-five (45) days before the effective date of cancellation or non-renewal if we cancel or non-renew for any other reason, except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.

**NOTE:** Contractual eligibility for this insurance, causes and coverage will automatically terminate upon our second replacement of "Covered Property" during any one twelve month period beginning with the "Date of Replacement" for the first covered "Loss". We will forward a notice of ineligibility to you by mail, email or fax at the time of the second replacement. You will remain ineligible for a period of twelve months commencing on the "Date of Replacement" for the second replacement.

c. Our notice will be mailed or delivered to you at the last mailing address known to us.

d. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this "Coverage Certificate" will end on that date.

e. If this "Coverage Certificate" is cancelled, we will refund any unearned premium due in accordance with applicable law.

f. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

g. State Exceptions:

West Virginia: With respect to "Coverage Certificates" issued to Insured Subscribers that are residents of West Virginia, any notice of cancellation will include the actual reason for cancellation and any notice of non-renewal will be provided to the Insured Subscribers impacted by any such non-renewal at least forty-five (45) days before the expiration of the Policy.

h. To be eligible for coverage:

i. you must be a valid, active and current monthly billed subscriber of your "Communications Equipment Service Provider";

j. my "Covered Property" must be designated by us as eligible for coverage under this "Coverage Certificate";

k. you must have activated communications service directly with your "Communications Equipment Service Provider";

l. you must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program;

m. you must not have exhausted the benefits available under the "Coverage Certificate" by exceeding the aggregate limit described in Section VI, E; and

n. you must not be in breach of any material term of this "Coverage Certificate," including, but not limited to, failure to return damaged "Covered Property" when requested in conjunction with a covered "Loss," or failure to satisfy the deductible on a covered "Loss".

o. You are responsible for the payment of all premium, per the terms of the "Coverage Certificate," as stated on your monthly bill from your "Communication Equipment Service Provider".

p. The insurance provided under this "Coverage Certificate" is provided on a month to month basis unless you cease to be a valid, active and current subscriber of your "Communications Equipment Service Provider" or you or your "Covered Property" cease to be eligible for coverage.

## VIII. ADDITIONAL CONDITIONS

A. All claims for covered "Loss" under this "Coverage Certificate" will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and "Loss" to our authorized representative and satisfaction by us of your duties in the Event of a "Loss". No claim shall be honored or made good if the "Insured Subscriber" has caused to the direct physical "Loss" or damage from others. We will ship approved replacement equipment directly to you within the United States if you may be required to pick up your replacement at an "Authorized Service Facility".

### State Exceptions:

West Virginia: With respect to "Coverage Certificates" issued to Insured Subscribers that are residents of West Virginia, the phrase "Within (30) days" in Section VIII,A. above is deleted and replaced with the phrase "Within (15) days".

B. If we and you disagree on the value of the "Covered Property" or the amount of "Loss," either may elect arbitration pursuant to Section VIII, G. below.

C. Any recovery or salvage on a "Loss" will come entirely to our benefit, until the cost of the claim incurred by us has been made up. Upon request from us, you we retain to us any damaged equipment.

## D. Intentionally Left Blank

E. If any person or organization is or for whom we hold a claim under this "Coverage Certificate" has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to settle our rights and must do nothing after a "Loss" to impair them, but you may assert your rights against another party in writing.

1. Prior to a covered "Loss," only if, at time of loss, that party is one of the following:

a. someone covered under the "Coverage Certificate";

b. a business firm;

c. owned or controlled by the "Insured Subscriber"; or

d. that owns or controls the "Insured Subscriber"; or

e. the "Insured Subscriber's" tenant.

This will not restrict the "Insured Subscriber's" coverage.

F. Concealment, Misrepresentation or Fraud

This provision is void in any case of fraud, intentional concealment, or misrepresentation of a material fact at any time, concerning:

1. The coverage;

2. The "Covered Property";

3. Your interest in the "Covered Property"; or

4. A claim under the "Coverage Certificate."

## G. Arbitration

The coverage provided to you by this "Coverage Certificate" is in connection with and related to services provided to you by your Communication Equipment Services Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort or otherwise (including statutory, common law, and衡平法), arising out of or in connection with your use of the "Coverage Certificate" or the policy under which it is issued (2) any arbitration, transaction, service or interaction of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the "Coverage Certificate"; or (3) the validity, scope or enforceability of the arbitration provision or the "Coverage Certificate" (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be administered by the American Arbitration Association ("AAA"), in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the Claim is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling our authorized representative, located at 1-888-216-4397, or by visiting AAA's Web site at www.adr.org. Any arbitration which you initiate shall be conducted in a location within the state in which the claim is filed, unless you file a motion to arbitrate in the City of Kansas City. The Arbitration Rules provide that for claims under \$10,000, we will reduce the administrative fee payable to AAA and that your portion of the arbitrator's fee may be waived in the case of economic hardship. The arbitrator shall apply relevant substantive law and applicable statutes of limitation and shall provide written reasoning findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 et seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE, WHETHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED BELOW OR TO HAVE A JURY TRIAL. IN ACCORDANCE WITH THE ARBITRATION RULES, HOWEVER, YOU MAY AT YOUR ELECTION, PURSUE AN ACTION AVAILABLE IN SMALL CLAIMS COURT IN LIEU OF ARBITRATING THE DISPUTE.

### State Exceptions:

The above referenced arbitration clause does not apply to you if you are a resident of one of the following jurisdictions: Alabama, Kansas, Missouri, Nebraska, South Dakota, United States Virgin Islands, or West Virginia.

